

May 30, 2018

VIA REGULAR MAIL

Rushmore Loan Management Services LLC
Compliance Department
PO Box 52262
Irvine, CA 92619-2262

In the Matter of:

Pamela Spence & Farrell Spence
Property: 339 Hoelter Avenue, Luckey, OH, 43443
Mortgage Loan No.: [REDACTED]

Re: Notice of Error under 12 CFR Section 1024.35

Dear Sir or Madam:

Please consider this letter to constitute a Notice of Error under 12 CFR Section 1024.35 of Regulation X of the Mortgage Servicing Act under RESPA, which Regulation became effective on January 10, 2014. These amendments implemented the Dodd-Frank Wall Street Reform and Consumer Protection Act provisions regarding mortgage loan servicing. Under these amendments, you must acknowledge receipt of this Notice within five (5) days thereof (excluding legal public holidays, Saturdays and Sundays) and must advise us of your responses to this notice within thirty (30) days of receipt thereof (excluding legal public holidays, Saturdays and Sundays).

We are in receipt of your correspondence dated 1/24/18 (attached here Exhibit A), which states that "the amortization schedule was adjusted in order for the balance to be paid by the maturity date." Your correspondence is in error. It was an error to re-amortize the loan once the 24 month modification had been completed. The mortgage and the loan modification required the lender to return the loan to the pre-modification status, the right to make the balloon payment on the date that it matures belongs to the client, and the lender has no authority to force her to pay the balloon payments prior to the maturity date. As a result, you have forced the default by demanding excessive payments above and beyond what the mortgage called for and that as a result, the repayment plan is also wrong because it should only include the money necessary to ensure that the principal and interest payment of \$1,495.23 is caught up to date, not that the balloon payment is paid off by the time it matures.

Please correct all of these errors and provide us with notification of the correction, the date of the correction, and contact information for further assistance; or after conducting a

Main Office: 6100 Oak Tree Boulevard, Suite 200, Independence, OH 44131
Phone: 877-570-4440 **Web:** www.CozmykLaw.com **Fax:** 216-485-2125

*** Offices by appointment**

600 Superior Ave East, Fifth Third Building, Suite 1300, Cleveland, OH 44114 *
70 Birch Alley, Suite 240 Bldg., B, Beavercreek, OH 45440 * 1690 Woodlands Dr., Suite 200, Maumee, OH 43537 *
300 E Business Way, Summit Woods Corporate Center, Suite 200, Cincinnati, OH 45241 *
545 Metro Place South, One Metro Place, Suite 100, Dublin, OH 43017 *

Protecting Homeowners Rights in Foreclosure Defense

Loan#: [REDACTED]
May 30, 2018
Page 2

reasonable investigation, provide us with a notification that includes a statement that the servicer has determined that no error occurred, a statement of the reason or reasons for this determination, a statement of the borrower's right to request documents relied upon by the servicer in reaching its determination, information regarding how the borrower can request such documents, and contact information for further assistance.

Please be advised that for 60 days after receipt of a Notice of Error, you may not furnish adverse information to any consumer reporting agency regarding any payment that is the subject of the Notice of Error pursuant to § 1024.35(i).

Please direct your response(s) to this Request to: Cozmyk Law Offices, Attn: Lender Compliance Department, 6100 Oak Tree Blvd., Suite 200, Independence, OH 44131.

Best regards,



Peter Cozmyk, Esq.

PC: CT
cc:

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Protecting Homeowners Rights in Foreclosure Defense



15480 Laguna Canyon Road
Suite 100
Irvine, CA 92618
888.699.5600 toll free
949.341.0777 local
949.341.2200 fax
www.rushmorelm.com

January 24, 2018

Cozmyk Law Offices, LLC
6100 Oak Tree Boulevard, Suite 200
Independence, OH 44131

RE: Mortgagor(s) – Farrell Spence and Pamela Spence
Property Address – 339 Hoelter, Luckey OH 43443
Loan Number – [REDACTED]

Dear Peter Cozmyk, Esq.:

Rushmore Loan Management Services LLC (“Rushmore”) is responding to your correspondence dated December 5, 2017, and received by our office December 8, 2017, regarding the mortgage loan account referenced above. The servicing responsibilities for the loan transferred from HSBC to Rushmore effective February 1, 2017. We appreciate the opportunity to provide you with this written response.

In response to your request for information, please find the following documentation enclosed with this letter:

- Copy of Loan Modification effective August 1, 2015.
 - This modification lowered the interest rate to 5.25% for 24 payments only. After the last payment is made, the principal payment and interest rate return to the principal payment and interest rate in effect prior to the modification.
 - The statement dated May 26, 2017, reflects the interest rate prior to the modification.
- Note
 - This Note matures on September 1, 2020. The amortization schedule was adjusted in order for the balance to be paid by the maturity date. This adjustment caused the principal payment to increase. The current unpaid principal balance is \$160,690.69.
 - The statement dated May 26, 2017, reflects the new payment under the adjusted amortization schedule.

Rushmore Loan Management Services is a debt collector, who is attempting to collect a debt. Any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.





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- Payment History

- The payment history reflects a complete payment history for the period Rushmore has serviced the loan. Late fees are assessed any time the contractual payment is received after the grace period, as indicated in the Note. If a payment was applied to the suspense account, it would be indicated in the code description column. Payments can be applied to the suspense account if the funds received do not represent the full monthly mortgage payment due or if Rushmore is not informed of where the payment is to be applied. Furthermore, this payment history reflects the following information:

- When payments were received
- How the payments were applied to the loan
- Any disbursements made from the loan, including, but not limited to, disbursements for taxes, insurance, property inspections, brokers price opinions (BPOs), and legal fees.
- A description for each transaction, with running balances of the unpaid principal and escrow accounts
- The date fees and charges were assessed if any
- Any amounts paid towards fees
- Any waivers/reversals of fees

- Prior Servicer Payment History

Please note that Rushmore is merely the servicer of this loan. It was not the loan originator. If you require additional origination documents, we recommend that you request them from the originator of this loan.

Furthermore, our records indicate Loan Acquisition Trust 2017-RPL1, U.S. Bank Trust National Association is the current owner of the Note. Their address is as follows:

Loan Acquisition Trust 2017-RPL1, U.S. Bank Trust National Association
60 Livingston Avenue, Mailcode EP-MN-WS3D
St Paul, MN 55107-2232

As of the date of this correspondence, the account is seven payments delinquent and contractually due for the June 22, 2017, monthly installment. If your client would like to discuss available payment assistance options, please call the assigned representative:

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Single Point of Contact (SPOC):

Name: Viviana Santoyo

Direct Number: 469-458-5904

Should you have any additional questions, please do not hesitate to contact us.

Loss Mitigation Department

Monday through Thursday, 6:00 a.m. to 7:00 p.m. Pacific

Friday, 6:00 a.m. to 6:00 p.m. Pacific

Toll-free number 1.888.504.7300

Sincerely,

Customer Correspondence Department
Rushmore Loan Management Services LLC

Enclosures (3)

By Federal Express

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BALLOON NOTE

(Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

August 26, 2005

[Date]

MAUMEE

[City]

OHIO

[State]

339 HOELTER

LUCKEY, OH 43443

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$212,800.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is M&I Bank FSB

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.550 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on October 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2020, I still owe amounts under this

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at M&I Bank FSB-Payment Processing; 3820 109th St, Dept 7250; Des Moines, IA 50391-

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,495.23

FARRELL SPENCE

MULTISTATE BALLOON FIXED RATE NOTE - Single Family - FANNIE MAE UNIFORM INSTRUMENT

Page 1 of 3

VMP-570N (0205)

VMP MORTGAGE FORMS - (800)521-7291

Initials: 

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


 FARRELL SPENCE

(Seal)
 -Borrower


 PAMELA SPENCE

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

[Sign Original Only]

NOTE ADDENDUM

This Note addendum is made this 26th day of August, 2005 and is incorporated into and amends and supplements the Note of the same date (the "Note") made by the undersigned (the "Borrower"), which debt is secured by a Mortgage or Deed of Trust or comparable security instrument (the "Security Instrument") of the same date and covering the property described in the Security Instrument and located at 339 HOELTER, LUCKEY, OH 43443 (the "Property").

Additional Covenants. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender covenant, and agree, that the provisions of the section of the Note entitled "BORROWER'S RIGHT TO PREPAY" is deleted in its entirety and replaced with the following language:

Subject to the prepayment fee provided below, I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." A "full prepayment" is the prepayment of the entire unpaid principal due under the Note. A payment of only part of the unpaid principal is known as a "partial prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

If, within the thirty-six month period beginning with the date I execute the Note (the "Penalty Period"), I make a full prepayment or partial prepayment in any twelve (12) month period that exceeds twenty percent (20%) of the original principal balance, I will pay a prepayment fee as consideration for the Note Holder's acceptance of such prepayment. The prepayment fee is in addition to any other sum payable hereunder. The prepayment fee will equal the amount of interest that would accrue during a six (6) month period on the amount prepaid that exceeds twenty percent (20%) of the original principal balance of the Note, calculated at the rate of interest in effect under the terms of the Note at the time of the prepayment, unless otherwise prohibited by applicable law or regulation. No prepayment fee will be assessed for any prepayment occurring after the Penalty Period.

The Note Holder will apply all prepayments to reduce the amount of principal that I owe under the Note. Except as provided herein, if I make a partial prepayment, there will be no change in the amount of my monthly payments or the due dates of my monthly payments unless the Note Holder agrees in writing to those changes.

FARRELL SPENCE

If my Note is an Adjustable Rate Note, partial prepayments may reduce the amount of my monthly payment after the first interest rate Change Date following the partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

The Note Holder's failure to collect a prepayment fee at the time a prepayment is received shall not be deemed a waiver of such fee. Any prepayment fee not collected at the time of the prepayment is received shall be payable on demand.

All other provisions of the Note are unchanged and remain in full force and effect.

NOTICE TO BORROWER

Do not sign this Addendum before you read it. This Addendum provides for the payment of a prepayment fee if you wish to repay the loan prior to the date provided for repayment in the Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



FARRELL SPENCE

(Seal)
-Borrower



PAMELA SPENCE

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower





P.O. Box 55004
Irvine, CA 92619
888.504.6700 toll free
949.341.2200 fax
www.rushmorelm.com

REQ BY 1EC

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 01/24/18
PAGE 1

FARRELL SPENCE
PAMELA SPENCE
P O 923
LUCKEY

THANK YOU FOR CONTACTING RUSHMORE LOAN
MANAGEMENT SERVICES

OH 43443

LOAN NUMBER: [REDACTED]

----- CURRENT ACCOUNT INFORMATION -----
DATE TOTAL PRINCIPAL LOAN CURRENT
PAYMENT PAYMENT & INTEREST INTEREST PRINCIPAL ESCROW
DUE AMOUNT PAYMENT RATE BALANCE BALANCE
06-22-17 4,535.45 4,535.45 7.55000 159,947.76 0.00
2ND MORTGAGE: 0.00 0.00000 742.93

ACTIVITY FOR PERIOD 01/01/12 - 12/31/17
PROCESS DUE TRANSACTION TRANSACTION EFFECTIVE DATE
DATE DATE CODE DESCRIPTION OF TRANSACTION

TRANSACTION PRIN. PAID/ ESCROW PAID/ -----OTHER-----
AMOUNT BALANCE INTEREST BALANCE AMOUNT CODE/DESCRIPTION

12-29-17 00-00 631 PROPERTY PRESERVATION
11.50 0.00 0.00 0.00
12-29-17 00-00 601 MISC. CORPORATE DISBURSEMENT
1.18 0.00 0.00 0.00
12-29-17 00-00 601 MISC. CORPORATE DISBURSEMENT
0.36 0.00 0.00 0.00
12-08-17 00-00 631 PROPERTY PRESERVATION
11.50 0.00 0.00 0.00
10-31-17 00-00 601 MISC. CORPORATE DISBURSEMENT
1.18 0.00 0.00 0.00
10-24-17 00-00 631 PROPERTY PRESERVATION
11.50 0.00 0.00 0.00
10-11-17 00-00 601 MISC. CORPORATE DISBURSEMENT
0.33 0.00 0.00 0.00





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REQ BY 1EC
CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 01/24/18
PAGE 2

FARRELL SPENCE
LOAN NUMBER: [REDACTED]

PROCESS DATE		DUE DATE		ACTIVITY FOR PERIOD 01/01/12 - 12/31/17		EFFECTIVE DATE OF TRANSACTION	
		TRANSACTION CODE		TRANSACTION DESCRIPTION			
TRANSACTION AMOUNT	PRIN. BALANCE	PAID/ INTEREST	ESCROW PAID/ BALANCE	OTHER AMOUNT	CODE/DESCRIPTION		
10-09-17 00-00	601	MISC. CORPORATE DISBURSEMENT					
1.18	0.00	0.00	0.00				
09-28-17 00-00	631	PROPERTY PRESERVATION					
125.00	0.00	0.00	0.00				
09-19-17 00-00	601	MISC. CORPORATE DISBURSEMENT					
0.33	0.00	0.00	0.00				
09-12-17 00-00	631	PROPERTY PRESERVATION					
11.50	0.00	0.00	0.00				
09-01-17 06-17	152	LATE CHARGE ASSESSMENT					
0.00	0.00	0.00	0.00	15.00-1	LATE CHARGES		
08-17-17 00-00	601	MISC. CORPORATE DISBURSEMENT					
1.18	0.00	0.00	0.00				
08-16-17 00-00	601	MISC. CORPORATE DISBURSEMENT					
0.30	0.00	0.00	0.00				
08-14-17 00-00	631	PROPERTY PRESERVATION					
11.50	0.00	0.00	0.00				
08-04-17 00-00	601	MISC. CORPORATE DISBURSEMENT					
1.18	0.00	0.00	0.00				
08-01-17 06-17	152	LATE CHARGE ASSESSMENT					
0.00	0.00	0.00	0.00	15.00-1	LATE CHARGES		
07-19-17 00-00	601	MISC. CORPORATE DISBURSEMENT					
0.28	0.00	0.00	0.00				
07-07-17 00-00	601	MISC. CORPORATE DISBURSEMENT					
1.18	0.00	0.00	0.00				
07-03-17 06-17	152	LATE CHARGE ASSESSMENT					
0.00	0.00	0.00	0.00	15.00-1	LATE CHARGES		
05-30-17 00-00	601	MISC. CORPORATE DISBURSEMENT					
1.18	0.00	0.00	0.00				





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CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 01/24/18

REQ BY 1EC

PAGE 3

FARRELL SPENCE

LOAN NUMBER: [REDACTED]

ACTIVITY FOR PERIOD 01/01/12 - 12/31/17

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION

TRANSACTION AMOUNT	PRIN. BALANCE	PAID/ INTEREST	ESCROW PAID/ BALANCE	-----OTHER----- AMOUNT CODE/DESCRIPTION

05-22-17	06-17	493	ARM LOAN ADJUSTMENT	
NEW INTEREST RATE: 0.07550			NEW PRIN & INT PAYMENT:	4,535.45
05-22-17	05-17	172	PAYMENT	
0.00	0.00	0.00	0.00	
05-22-17	05-17	172	PAYMENT	05-20-17
1,133.67	432.01	701.66	0.00	
160,690.69			NEW PRINCIPAL/ESCROW BALANCES	
04-25-17	04-17	172	PAYMENT	
0.00	0.00	0.00	0.00	
04-25-17	04-17	172	PAYMENT	
1,133.67	430.13	703.54	0.00	
161,122.70			NEW PRINCIPAL/ESCROW BALANCES	
04-21-17	00-00	601	MISC. CORPORATE DISBURSEMENT	
1.18	0.00	0.00	0.00	
03-21-17	03-17	172	PAYMENT	
0.00	0.00	0.00	0.00	
03-21-17	03-17	172	PAYMENT	
1,133.67	428.25	705.42	0.00	
161,552.83			NEW PRINCIPAL/ESCROW BALANCES	
03-06-17	00-00	601	MISC. CORPORATE DISBURSEMENT	
5.00	0.00	0.00	0.00	
02-28-17	02-17	173	PAYMENT	
0.00	0.00	0.00	0.00	
02-28-17	02-17	173	PAYMENT	
1,133.67	426.39	707.28	0.00	
161,981.08			NEW PRINCIPAL/ESCROW BALANCES	
02-04-17	02-17	143	ADJUSTMENT	
0.00	742.93-	0.00	0.00	
162,407.47			NEW PRINCIPAL/ESCROW BALANCES	

NMLS ID: 185729





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REQ BY 1EC

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 01/24/18
 PAGE 4

FARRELL SPENCE
 LOAN NUMBER: [REDACTED]

ACTIVITY FOR PERIOD 01/01/12 - 12/31/17						
PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION		

TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	-----OTHER-----		

02-04-17	00-00	745	CORP. ADVANCE ADJUSTMENT			
2,000.44	0.00	0.00	0.00			



MOD SUP

HSBC MORTGAGE SERVICES INC
P.O. Box 1274
Brandon, FL 33509



Beneficial

Member HSBC Group



Member HSBC Group

FARRELL SPENCE
PAMELA SPENCE
P.O. 923
LUCKEY, OH 43443-0923

Re: 339 HOELTER
LUCKEY, OH 43443

RECEIVED
MAY 07 2015

04/21/2015
RECEIVED
P.O. BOX 9068
MAY 06 2015
MAILROOM
BRANDON, FL

BY:

Account #:

Subject: LOAN MODIFICATION APPROVAL

Dear Valued Customer:

In consideration of your request for loss mitigation, HSBC MORTGAGE SERVICES INC (the "Lender") will temporarily modify your loan with respect to its payment terms. Except as expressly set forth in this letter, all obligations, rights and remedies set out in your Note and Security Instrument remain in full force and effect. If your loan includes escrow for taxes or insurance, we will continue to perform the regularly scheduled escrow analysis on your loan. If necessary, the escrow will be adjusted, causing your modified payment amount to change.

The loan modification agreed upon for the above-referenced account temporarily lowers your principal and interest payments effective 06/01/2015 for 24 modified payments. Your modified monthly terms and charges are itemized below:

Modified Interest Rate:	5.25%
Modified Principal and Interest:	\$1,133.87
Escrow (Insurance and Taxes, if any):	\$0.00
Ancillary Fees (if any):	\$0.00
Life Insurance Premium (if any):	\$0.00
Accident & Health ("A&H") Insurance Premium (if any):	\$0.00
Real Estate Loan Insurance Premium (if any):	\$0.00
Disability Insurance Premium (if any):	\$0.00
Unemployment Insurance Premium (if any):	\$0.00
Total Monthly Payment Amount:	\$1,133.87

For A&H insurance, your monthly premium will be reduced based on your new monthly principal and interest payment. Your new total monthly payment amount will be reflected on a subsequent statement.

In addition, any attorney fees and costs associated with the escalated collection activity on this loan will be collected.

Your temporary modified payment amount will be accepted as of 06/01/2015. All payments must be made in accordance with the temporary Loan Modification Agreement. The Lender reserves the right to resume collection activity on your loan (including foreclosure, if applicable) if you fail to make your modified payments on or before the scheduled due date. This temporary loan modification will void any active temporary loan modification currently on the loan.

Your temporary loan modification is set to expire after 24 modified payments are made. Once 24 modified payments are made your interest rate will return to the rate in effect prior to the loan modification.

You can accept this loan modification with just three easy steps:

1. Review the enclosed **Modification of Note Agreement**, which provides the terms and conditions that detail how your loan will be modified.
2. Sign your name(s) **exactly** as it is printed under the signature line(s).
3. Date and return no later than **16 calendar days** from the date of this letter to:

HSBC MORTGAGE SERVICES INC
Attn: MOD Team
836 Grand Regency Blvd.
Brandon, FL 33510

Important: A pre-paid envelope is enclosed for your convenience. Using white out or marking through any part of the Modification of Note Agreement will void the offer.

If you have questions, please contact us at 1-800-395-3489. Our hours of operation are Monday through Friday 8:00 AM - 9:00 PM ET.

Sincerely,

Loss Mitigation Department
HSBC MORTGAGE SERVICES INC
MM218
Enclosure

For all Written Inquiries and Error Resolution requests, please mail to the following:

Attn: Research
P.O. Box 1231
Brandon, FL 33509-1231

For Payoff Requests, please mail to the following:

Attn: Payoffs
P.O. Box 897
Brandon, FL 33509

THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.*

*** PLEASE NOTE THIS STATEMENT AND ANY REFERENCE IN THIS NOTICE TO A PERSONAL OBLIGATION TO MAKE PAYMENT DO NOT APPLY TO YOU IF YOU FILED A BANKRUPTCY PETITION AND RECEIVED A DISCHARGE OF YOUR PERSONAL LIABILITY FOR THE OBLIGATION IDENTIFIED IN THIS LETTER, OR THERE IS AN AUTOMATIC STAY CURRENTLY IN EFFECT. IN EITHER CASE WE MAY NOT AND DO NOT INTEND TO PURSUE COLLECTION OF THE OBLIGATION FROM YOU PERSONALLY AND THIS LETTER IS BEING PROVIDED FOR INFORMATION PURPOSES. PLEASE ALSO NOTE THAT DESPITE ANY SUCH BANKRUPTCY, THE LENDER RETAINS A SECURITY INTEREST IN THE PROPERTY IDENTIFIED IN THIS LETTER.**

Esta carta contiene información importante sobre su cuenta y podría requerir su atención. Si tiene alguna pregunta y desea hablar en español con un empleado, sírvase comunicarse con nosotros al 1-800-395-3489, marque el número 2, durante nuestras horas de oficina normales.



Prepared by:
HSBC MORTGAGE SERVICES INC
636 Grand Regency Blvd
Brandon, FL 33510



Modification of Note and Rider Agreement

Account #: [REDACTED]

This Modification of Note and Rider Agreement ("Modification") is effective as of 08/01/2015, and is between FARRELL SPENCE and PAMELA SPENCE (hereinafter referred to collectively as "Borrower"), and HSBC MORTGAGE SERVICES INC (hereinafter referred to as the "Lender"). Together, the Borrower and the Lender are referred to collectively herein as "the Parties."

RECITALS

The Parties enter into this Modification with reference to the following stipulated facts:

A. Whereas on 08/26/2005, Borrower executed a Loan Agreement, an Adjustable Rate Note, Home Equity Line of Credit Loan Agreement, Promissory Note or similar obligation, together with all applicable riders or addenda (the "Note"), secured by a mortgage, deed of trust or similar obligation together with all applicable riders or addenda (the "Security Instrument") in the amount of \$212,800.00 recorded in the land records of WOOD county and which encumbers the real estate commonly known as 339 HOELTER, LUCKEY, OH 43443 (the "Subject Property") and the improvements appearing thereon (the "Premises").

B. Borrower is the current owner of record of the Subject Property. No other persons or business entities have ownership, management or control of the Subject Property. Borrower has not assigned, transferred, mortgaged or hypothecated the Subject Property or any fee estate therein, nor the rents, income and profits of the Subject Property as may be described in the Security Instrument, except as set forth in these recitals.

C. Borrower has requested that the Lender, in consideration of both Borrowers' current financial circumstances, modify certain terms of the Adjustable Rate Note and Adjustable Rate Rider, Home Equity Line of Credit Agreement, and/or Note to the Security Instrument (the "Rider"). The Lender has agreed to make a modification to the interest rate pursuant to the terms and conditions stated in this Modification.

AGREEMENT

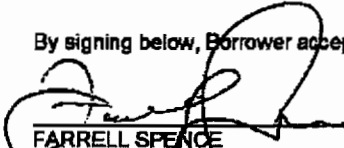
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed as follows:

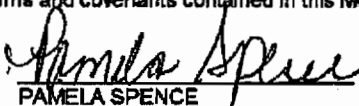
1. **Incorporation of Recitals.** The Recitals are true and are an integral part of this Modification and are incorporated by reference herein.
2. **New Interest Rate.** Effective 08/01/2015, Borrower will pay interest on the unpaid principal at a rate of 5.25% per annum for 24 modified payments. Once 24 modified payments are made your interest rate will return to the rate in effect prior to the loan modification.
3. **Next Interest Rate Change Date.** After your modification expires, your interest rate will be calculated in accordance with the original terms of your Adjustable Rate Note and the Adjustable Rate Rider to your mortgage or deed of trust *(if applicable)*.
4. **Late Charges.** All unpaid late charges that remain unpaid prior to entering into the Trial Period will not be waived. Any applicable late charges assessed during the Trial Period will be waived.
5. **Rate Reduction Plan.** If your loan qualified for a rate reduction plan under the original loan agreement, the rate reduction plan will be terminated with the effective date of the Modification Agreement for the remaining life of the loan. A "Rate Reduction Plan" is the Pay Right Rewards, Rate Rollback or Timely Rewards program described in your Note, Modification to Note or Note Rider.
6. **Credit Bureau Reporting.** In modifying the terms of the original loan agreement there may be a negative impact to the Borrower's credit score.
7. **Cancellation of Credit Line.** If your loan is a Home Equity Line of Credit (HELOC), your line of credit will be cancelled permanently. No additional advances can be taken *(if applicable)*.
8. **Acceleration Upon Unauthorized Transfer.** The acceleration terms under the Note and Security Instrument are incorporated herein by reference.
9. **No Release.** Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Modification, all of the terms, covenants, agreements and the Note and Security Instrument will remain unchanged and the Parties will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Modification. Except to the extent that they are modified by this Modification, the Borrower hereby reaffirms all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's principal balance, covenants and agreements to make all monthly payments, payments of taxes, insurance premiums, assessments, escrow items, prepayment penalties, interest rate calculations, impounds, and all other payments that the Borrower is obliged to make under the Security Instrument.
10. **Conflicts.** To the extent any term(s) or condition(s) in the Note shall contradict or be in conflict with the amended terms set forth herein, such terms and conditions are hereby deemed modified and amended accordingly, upon the effective date hereof, to reflect the terms of the Note as so amended herein. All terms of the Note, as amended hereby, shall be and remain in full force and effect and shall constitute the legal, valid binding and enforceable obligations of the Borrower to the Lender.
11. **Changes to Modification.** No provision of this Modification may be amended, waived, discharged or terminated except by a written instrument duly executed and acknowledged by the Parties.
12. **Acknowledgement; Effectiveness.** The Parties acknowledge that they have read this Modification Agreement, that they fully understand its terms, provisions, and consequences, and that they enter into this Modification voluntarily and free from duress, fraud, and undue influence of any kind. This Modification shall become effective and binding pursuant to its terms as of the date referenced above. The terms, provisions, and conditions of this Modification shall be binding upon and inure to the benefit of each party and their respective legal representative, successors and assigns.


Re: Account #: [REDACTED]

(Page 5 of 5)

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Modification:


FARRELL SPENCE
4-27-15
Date


PAMELA SPENCE
4-27-15
Date


HSBC MORTGAGE SERVICES INC
5/13/15
Date

Re: Account #: 11508359

Vice President
and Assistant Secretary
Administrative Services
Division of
HSBC Mortgage Services Inc

RECEIVED
ADMINISTRATIVE SERVICES
JUL 11 2019
AFC DISTRICT

MOD SUP

HSBC MORTGAGE SERVICES INC
P.O. Box 1274
Brandon, FL 33509



Beneficial
Member HSBC Group



Member HSBC Group

04/21/2015

FARRELL SPENCE
PAMELA SPENCE
P.O. 923
LUCKEY, OH 43443-0923

Re: 339 HOELTER
LUCKEY, OH 43443

Account #: [REDACTED]

Subject: LOAN MODIFICATION APPROVAL

Dear Valued Customer:

In consideration of your request for loss mitigation, HSBC MORTGAGE SERVICES INC (the "Lender") will temporarily modify your loan with respect to its payment terms. Except as expressly set forth in this letter, all obligations, rights and remedies set out in your Note and Security Instrument remain in full force and effect. If your loan includes escrow for taxes or insurance, we will continue to perform the regularly scheduled escrow analysis on your loan. If necessary, the escrow will be adjusted, causing your modified payment amount to change.

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Brandon, FL 33510

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Loss Mitigation Department
HSBC MORTGAGE SERVICES INC
MM216
Enclosure

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Prepared by:
HSBC MORTGAGE SERVICES INC
636 Grand Regency Blvd
Brandon, FL 33510



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Re: Account #: 11506359

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Modification:

FARRELL SPENCE

PAMELA SPENCE

Date

Date

HSBC MORTGAGE SERVICES INC

Date

Re: Account #: 

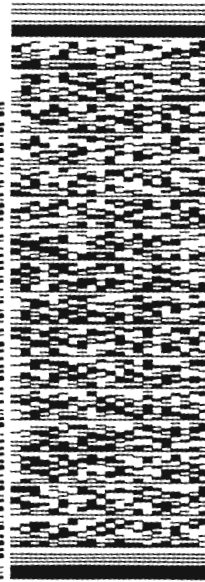
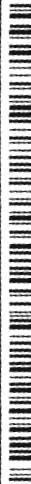
ORIGIN ID: NZJA (949) 341-5751
MAIL SERVICES
RUSHMORE LOAN MANAGEMENT SERVICES
15480 LAGUNA CANYON ROAD
SUITE 100
IRVINE, CA 92618
UNITED STATES US

SHIP DATE: 24 JAN 18
ACTWTG: 1.00 LB MAN
CAD: 0399789/CAFE3108

BILL SENDER

TO PETER COZMYK, ESQ.
COZMYK LAW OFFICES, LLC
6100 OAK TREE BLVD.
SUITE 200
INDEPENDENCE OH 44131

(877) 670-4440 REF: Z341
PO: ECUDIAHAI@RUSHMORELM.COM



FedEx
Express



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TRK# 7287 3590 7347
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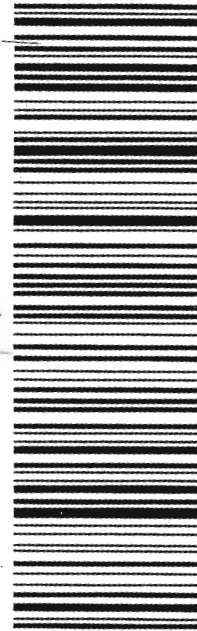
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